

REQUEST FOR PROPOSALS CITY-WIDE SNACK VENDING AGREEMENT RFP No. CMO-01-2010

Submittal address:

Kendra Turner City of Asheville City Manager's Office PO Box 7148 Asheville, NC 28802

Proposal Due Date and time:

Tuesday September 7, 2010 at 2:00 PM

Inquiries: All inquires and questions about the request for proposal <u>must</u> be submitted <u>in writing</u> <u>by email</u> to Kendra Turner at <u>kturner2@ashevillenc.qov</u>

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City of Asheville, North Carolina

	Date
REQUEST FOR PROPOSALS, CITY-WIDE SNACK VENDING AGREEMENT,	RFP No. CMO-01-2010
Checklist of Required Items	
Company	
Signature	

#	Item	Included?	
1	This checklist is signed and included in the RFP package		
2	The Vendor's proposal is fully completed with 4 sealed copies		
	submitted		
	Proposed locations, types of machines		
	Plan of marketing of Balanced Choices		
	Proposed plan of implementation (Section 4.12)		
	Example of employee operations (Section 5.7)		
3	Any amendments to the RFP, if required, are signed and included in		
	the package		
4	Copy of City of Vendor's City of Asheville Business Privilege License		
	(or copy of license application if in process)		
5	References from 2 accounts acquired in last 12 months (or most		
	recent if none in last 12 months)		
6	References from 2 clients that have been served for at least 24		
	months		
7	Letters documenting business relationship with wholesale suppliers		
8	Proposal sheet from page 15-16 (including RFP profile 1 through 6)		
9	Where Service Contracts Will be Performed sheet from page 17		
10	Execution of Proposal from page 18 is signed		
11	Minority Business Outreach statement (page 20)		
12	Out of State ONLY – copy of NC Certificate of Authority		
13	OPTIONAL – City of Asheville Vendor Application		

INTRODUCTION AND GENERAL INFORMATION

The City of Asheville, North Carolina invites snack service management companies, hereafter referred to as Vendors, to submit responses to its Request for Proposal (RFP) to operate its snack vending service in accordance with the terms, conditions and specifications that are attached. **Sealed** proposals will be accepted until 2:00 PM September 7, 2010 at the postal address below.

Sealed proposals that were submitted prior to the deadline will be publicly opened and identified at the physical address below on September 8, 2010 at 2:00 pm.

Proposals shall be delivered in a sealed envelope addressed to:

Postal Address:

Kendra Turner City of Asheville City Manager's Office PO Box 7148 Asheville, NC 28802

Physical Address:

City Hall Suite 202 70 Court Plaza Asheville, NC 28802

Under no circumstances will any proposal be accepted or considered after the appointed hour. Proposals arriving after 2:00 pm are late proposals and will be returned unopened. The method of delivery is the responsibility of the Vendor. All proposals shall be guaranteed for an acceptance period of at least 90 days after the proposal opening date.

This solicitation does not commit The City of Asheville, hereafter referred to as the City, to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The City reserves the right to accept or reject any or all proposals received as a result of this request and to cancel in part or in its entirety this request for proposals, if it is in the best interest of the City to do so.

<u>SITE VISIT:</u> An **optional** site visit has been scheduled for all prospective bidders and/or their designated representatives to acquaint the firm with the City and the location and type of vending equipment required. The optional site visit is scheduled for:

Tuesday September 17, 2010 starting promptly at 9:30 am and ending no later than 12:30 pm.

Prospective bidders should meet in room 209 at the Asheville City Hall, 70 Court Plaza, Asheville North Carolina. Please be advised that latecomers may not be accommodated.

Prospective bidders that wish to participate in the site visit <u>are required</u> to register in advance. Please email Kendra Turner, <u>kturner2@ashevillenc.gov</u>.

Questions regarding the meaning or interpretation of the RFP attachments, specifications, etc. shall be requested in writing by email only and will be received until **noon August 24, 2010. Please e-mail these questions to the attention of kturner2@ashevillenc.gov.**

A summary of all questions and answers will be posted on the Internet at http://ashevillenc.gov/business/subpage.aspx?id=534 as an addendum, located under the RFP # being modified. Any questions asked at the site visit (if necessary) will be posted along with other questions received. It is the offeror's responsibility to assure that all addenda have been reviewed and, if needed, signed and returned. Direct any questions in writing via email or any correspondence via email regarding the RFP to:

Ms. Kendra Turner kturner2@ashevillenc.gov

Visiting any of the various locations for City vending machines at any time is not permitted (except during the official group site visit.) Visits to the departments or the offices of other City staff at any other time are not acceptable.

Balanced Choices - The Vendor will be required to provide healthful alternatives to typical high calorie snacks in addition to the traditional snack vending offerings. The Vendor must study the various vending locations to provide the best "custom" variety of products for each location. For example, the Vendor selected may have to work with the contract administrator to determine which snacks should be sold in a low volume location where space and volume allow a limited selection. Certain locations could offer more products conducive to health and fitness. In other words, each vending location should be "tailored" to meet the needs and requests of that specific area.

Product Selection - The general range of product/brand selection of items stocked must be mutually agreed upon by the City's contract administrator and the Vendor in advance. A list of any or all products to be stocked in machines and their selling prices may be requested by the contract administrator. Any additions to and/or deletions from the previously agreed upon assortment must be approved by the contract administrator.

The contract administrator may reject any product as not suitable for the vending program and may require the Vendor to continue stocking products proposed for deletion unless such product is no longer distributed by the Vendor. The contract administrator is the final authority for the product selection. addition and/or deletion regarding any mutual agreement dispute of what product(s) should be stocked in City vending machines.

SCHEDULE OF KEY EVENTS

Issue of Request for Proposal August 2, 2010

Optional Site Visit August 17, 2010 (9:30 am)

Questions from Site Visit (if necessary) will be posted along with questions concerning RFP, specs, etc. No questions of any kind will be accepted after this date.

August 24, 2010 (Noon)

September 7, 2010 (2:00 pm) **Proposal Due Date and Time**

Public Opening of the Proposals September 8, 2010 (2:00 pm)

Award and Notification to Successful Vendor, not later than September 15, 2010

Contract Date and Commencement of Services October 5, 2010

DEFINITION OF TERMS

- The term "gross receipts" shall be defined as all receipts from sales with no allowance for taxes.
- 2. The term "year" when used herein shall mean the calendar year from January 1 to December 31.
- 3. The term "fiscal year" when used herein shall mean the twelve (12) calendar months, beginning July 1st of each year and ending with June 30th of the succeeding year.
- 4. The term "contract year" shall be defined as the twelve (12) calendar months beginning October 5 of each year and ending October 4th of the succeeding year during the life of the contract.
- 5. The term "commissions" shall be defined as monies to be paid to the City by the Vendor equal to a defined percentage of gross receipts.
- 6. The term "appropriate City representative" shall be defined in this proposal as the City Business Officer in charge of vending.
- 7. The term "balanced choices" shall be defined as a general initiative that offers choices of more healthful alternatives to the traditional vending options.

1.0 INSTRUCTIONS

- 1.1 Proposals will be received for items specified herein or attached hereto under the terms and conditions of this proposal and general specifications attached.
- 1.2 Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. A corporation must indicate place and date of incorporation.
- 1.3 By submitting a proposal, the Vendor agrees to be governed by the terms and conditions as set forth in this document. No change or deviation from the terms set forth in this document is permitted without the prior approval of the City. If significant errors or omissions are found in the requirements of the RFP, the proposal will be rejected.
- 1.4 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the Vendor's lack of cost efficiency. Elaborate artwork, expensive paper and bindings, and expensive visual or other presentation aids are neither necessary nor desired.
- 1.5 Proposals **must** include all information requested and meet **all** specifications and requirements. Alternate proposals are unacceptable and, if submitted,

- may disqualify the Vendor at the City's sole discretion.
- 1.6 Offerors should carefully review this solicitation for any defects, questionable or objectionable material, ambiguity or conflicts. The vendor shall promptly apply (must be received by August 24, 2010 by 12:00 noon) to Kendra Turner at kturner2@ashevillenc.gov for a written interpretation or to state their case for objectionable materials. The information provided in the response will be sent to all vendors. **Any addendum to the RFP will be issued in writing and must be acknowledged by the Vendor in their proposal.** No oral statement, explanations, or commitments made by anyone shall affect the RFP.
- 1.7 After award of the contract, all proposals will be opened to public inspection.

 Trade secrets, test data and similar proprietary information will remain confidential, provided material is so marked at submission. Pricing of product and cost of product will not be handled as confidential.
- 1.8 The Vendor will bear all costs associated with the preparation of the proposal and of any oral presentation requested by the City.
- 1.8.1 No Vendor gratuities shall be offered or accepted. No City officials or employees will benefit, in any way which would affect the evaluation process.
- 1.8.2 An oral presentation by one or more Vendors may be required after written proposals are received by the City. If the City requires such a presentation, Ms. Kendra Turner will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal submitted, its own qualifications for the services required and any other area of interest relative to its proposal.
- 1.9 The Vendor must, upon request of the City, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of the RFP. The Vendor must satisfy the City that the Vendor is able to meet the conditions of the agreement.
- 1.10 Each Vendor shall be fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under the RFP. The failure or omission of a Vendor to be acquainted with existing conditions shall in no way relieve the Vendor of any obligation with respect to this RFP or to the contract.
- 1.11 State law requires that the proposal be submitted no later than the date and time specified in this RFP. Vendors mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals by the issuing office. All proposals received in response to the RFP will be opened publicly at the time and place specified in the schedule of key events. Any proposal received after the scheduled date and time will not be considered in the evaluation process and will be returned unopened to the Vendor.
- 1.12 Proposals submitted prior to the scheduled date will be held in the City Manager's Office. No proposals will be opened prior to the opening date of September 8, 2010.
- 1.13 Four (4) copies of the proposal, under seal, are required. Each copy of the proposal should be bound in a single volume with all supporting material contained within one volume.
- 1.14 A contract shall be awarded to the Vendor whose proposal is determined to be most advantageous to the City. The City is not bound and will not accept any proposal based on price

and/or commission percentage alone, but will make an award based on the evaluation of factors set forth herein. The City further reserves the right to reject any and all proposals, and the City will be the sole judge as to whether the proposal (s) has or has not satisfactorily met the requirements of this RFP.

- 1.15 Vendors are cautioned that the City is not obligated to ask for, nor accept, after the closing date for receipt of proposals, data that is essential for a complete and thorough evaluation of the proposal. The City may award a contract based on initial offers received without the discussion of such offers. Accordingly, each initial proposal should be submitted on the most favorable and complete operating and technical terms possible.
- 1.16 The terms and conditions of the RFP and the Vendor's response shall be incorporated by reference in the final contract.
- 1.17 The City reserves the right to negotiate with any or all Vendors.

2.0 SCOPE OF WORK

2.1 The City is committed to offering a wide variety of balanced choices in snack vending services to all employees of the City as well as citizens and visitors using snack vending machines at public sites. Part of the quality of a healthful life involves educating people about the consequences of making good choices regarding snack foods. The object of this RFP is to structure a snack vending program using this standard as the cornerstone from which to develop, implement and evaluate services. Selecting a vendor who shares this standard will be essential. Consideration will be given to creative ways of offering the City community a high quality, healthful product, continuous product variety, efficient and timely service, quality equipment and commission structure.

It is a requirement that the vending program incorporate approximately 50% of offerings that meet the general guidelines for healthful choices of snacks/food, which is listed in section 2.1.4 of this RFP.

- 2.1.1 Responses to this RFP should be a proposal for offering snack vending service to the City. The successful vendor awarded the snack vending contract will become the provider of snacks, candy, gum and miscellaneous snack products dispensed in their vending machines located in existing City buildings selected **and any new locations added during** the term of this contract.
- 2.1.2 The City expects Vendor to hold quarterly meetings with designated City representative to discuss sales reports, any suggested changes to the vending offerings and any other necessary discussions, which are needed to ensure a successful vending enterprise.
- 2.1.3 The vendor will stock approximately half of all offerings in each snack vending machine as "healthful" choices and said choices must be clearly marked with attractive point of sale stickers or similar so as to allow consumers to quickly determine which offerings are more healthful than the regular items.
- 2.1.4 General Guidelines for Balanced Choices of Snacks/Food:
 - a) Not more than thirty-five (35%) percent of the calories shall be from fat with the exception of nuts and seeds. Snack mixes and other foods of which nuts are a part must meet the thirty five (35%) requirement.

- b) Not more than ten (10%) percent of the calories shall be from saturated fat.
- c) Shall not contain trans fats that are added during processing. Shall not contain hydrogenated oils and partially hydrogenated oils.
- d) Not more than thirty-five (35%) percent of the total weight shall be from sugar and caloric sweeteners with the exception of fruits and vegetables that have not been processed with added sweeteners or fats.
- e) At least one (1) item meeting the snack criteria in each vending machine shall also meet the FDA definition of "Low Sodium" (< 140 mg per serving).

3.0 CURRENT SERVICES

- 3.1 Snack Vending Service
- 3.1.1 The City currently has 12 snack vending locations with a total of 14 snack vending machines.
- 3.1.2 Current snack vending locations as well as those locations that would like to establish vending are listed in Exhibit 1 of this RFP. The City wishes to add a possible 19 additional machines.
- 3.1.3 Current <u>estimated</u> product sales volumes for selectede vending sales are listed in Exhibit 1 of this RFP.
- 3.2 Certain locations, such as the swimming pools, currently have snack vending service during their operating season which is variable and exact dates of service are subject to change.

4.0 EQUIPMENT, UTILITIES, AND SPACE

- 4.1 The City requires the Vendor to provide late model, first-class snack equipment equal to or greater in quality as compared to the existing vending equipment.
- 4.1.1 The City, its citizens, and many of the City's visitors have demonstrated a deep and serious commitment to sustainability and green practices. Creative proposals that include highly energy-efficient machines; machines incorporating solar power; machines that would also operate from human power such as treadmills, stationary bicycles and the like are highly desirable and would be an excellent marketing tool for the healthful vending initiative. Because these green vending ideas are unique to this region their use could be negotiated by mutual agreement as a "trial basis" until their profitability and suitability is known.
- 4.2 Additions and removals of snack <u>equipment</u> are to be made only following consultation with the City representative and upon mutual agreement between the City and the Vendor.
- 4.3 Hook-up of equipment to necessary connections shall be executed by the Vendor.
- 4.4 The City will designate and maintain suitable space for snack vending equipment. This is to include lighting and electrical power. The Vendor agrees to exercise care to comply with established energy conservation practices, regulations and policies and endeavor to conserve

- the use of electricity.
- 4.5 The City shall not guarantee an uninterrupted flow of electricity. The City shall not be liable for any loss to equipment or product, which may result from interruptions or failures of utility services.
- Where such listings have been established for the types of devices offered and furnished, the following approvals may include but are not limited to:
 Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; American Society of Mechanical Engineers for pressure vessels. Vending machines may also adhere to the standards of the National Automatic Merchandising Association and be listed in their latest "Listing of Letters of Compliance" and/or meets the standards of the National Sanitation Foundation and be listed in their "Approved List", or the equivalent thereof.
 - Further, all items must meet any applicable Occupational Safety and Health Act (OSHA) requirements and American with Disabilities Act (ADA) requirements.
- 4.7 Vendor shall properly anchor machines where necessary by a method to be approved in advance by the City.
- 4.7.1 Vending machines shall <u>not</u> be located where Vendor's representatives are required to access the machines by way of stairs or steps.
- 4.8 A program of inspection, preventive maintenance and regular replacement of worn, damaged or malfunctioning equipment shall be instituted and carried out by the Vendor. This program shall be described in detail. The City shall not perform maintenance or repair on any equipment which is the property of the Vendor.
- 4.9 The Vendor shall provide equipment maintenance and repair service so as to minimize equipment downtime whenever malfunctions are reported. Repairs are expected to be made within 24 hours of the call-in, 7 days a week. Equipment, which cannot be returned to full service within 48 hours of notification of needed repair shall be replaced with comparable equipment of like quality until the original equipment is returned to service. A sufficient number of "out-of-order" signs must be provided for each area.
- 4.10 The Vendor will be required to submit a detailed monthly maintenance report describing the reason for each maintenance call, the date it was submitted, and the date the equipment was repaired.
- 4.11 The City will in no way be responsible for damage to any equipment owned by the Vendor, or any contents thereof, for any reason to include but not limited to, fire, theft or vandalism.
- 4.12 The Vendor will submit a proposal for the plan of implementation that specifies the schedule of stocking during the initial set up period of at least 3 weeks and the proposed schedule of typical stocking thereafter. Snack vending machines shall be maintained by the vendor in a clean, sanitary, and functioning condition.
- 4.13 The Vendor shall keep the area in the immediate vicinity of machines clean and free of spillage and waste. Proper removal and recycling of product containers and boxes is the sole responsibility of the Vendor.
- 4.14 Industry improvements on equipment (occurring during the life of this contract) will be incorporated by the Vendor on the originally installed equipment and subsequent installations where it is deemed feasible by the City and

- mutually agreed upon by the City and the Vendor.
- 4.15 Equipment Information Specific to Snack Vending
- 4.15.1 It is intended that at regular intervals throughout the duration of the contract, the amount and type of required equipment to efficiently operate the snack vending operation shall be reviewed by the City and the Vendor with the objective of providing the best possible service to the City.
- 4.15.2 All snack vending machines must be equipped with a dollar bill operator.
- 4.15.3 The contractor shall place on each vending machine an informational sticker stating the procedure for obtaining refunds. All information, including permits, license and price regulations, that is required to be posted, shall be displayed in an appropriate manner agreed to by the City without defacing the facilities.
- 4.15.4 The proposal should include a list of Vendor's plans for installation and location of equipment. Events may occur during the term of this contract which may require the Vendor to make adjustments to the vending machine placement. All information regarding placement of machines, removal of machines, and other information regarding this contract, will be transmitted to the Contract Administrator. No other City of Asheville representatives are authorized to give instructions or information to the Vendor regarding this contract.

5.0 PERSONNEL, EMPLOYMENT AND STAFFING PRACTICES

- 5.1 The relationship of the Vendor to the City shall be that of an independent contractor. The City shall have no direct supervision of employees of the Vendor, and any communication of employee matters shall be through the designated representatives of the Vendor and the City.
- 5.2 Service personnel must wear company uniforms and/or identification badges (if asked to by the City) while servicing/stocking/maintaining the vending machines. The Vendor shall have access at all reasonable times during regular work hours, excepting certain holidays, to the snack vending areas for the purpose of servicing and maintaining the machines.
- 5.3 The Vendor shall maintain an adequate staff of employees for efficient operation.
- 5.4 The Vendor shall provide management staff, made known to the City by name, to routinely review and inspect operations, personally fill staff vacancies, if necessary, and consult with the City on current and future snack programs, and to act with full authority on the Vendor's behalf in any and all matters pertaining to the specifications of the contract.
- The personnel of the Vendor shall observe all City regulations and policies including the City policy regarding drugs. The City requires the Vendor to observe all parking and "designated smoking area" regulations. The Vendor should take adequate action to ensure that its employees adhere to these regulations.
- The City may, in writing, require the Vendor to remove from serving the City vending machines such employees as it deems incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment working on City property is deemed by the City to be contrary to the public interest. Every Vendor representative is expected to act in a professional and courteous manner while performing vending duties for the City of Asheville.

5.7 The proposal shall specify how the management personnel employed to fulfill the contract will operate organizationally.

6.0 FINANCIAL INFORMATION

6.1 Snack Vending Services

- 6.1.1 Proposal should include proposed commission percentage on gross receipts of sales from Snack Vending. If the proposed commission rate is a different percentage, depending on category of snack, it should be clearly stated what the commission is by category of snack.
- 6.1.2 The Vendor shall propose sales prices, container size and variety of products to be offered in the vending program. For the purpose of comparison, a selling price will be listed for each product so that each proposed commission will be based on the same retail-selling price. However, actual sales prices will be determined by a mutual agreement between the Vendor and the City.
- 6.1.3 On a monthly basis, the Vendor shall submit financial reports (detailed operating statement covering its sales totals by location including year-to-date accounting information) to the City showing all income from sales. The proposal should include an example of the monthly financial reports to be provided by the Vendor to the City. The Vendor shall keep full and accurate records and accounts in connection with the snack vending service. All such records shall be retained by the Vendor for a period of three (3) years and may be audited by City officials at any time during working hours without prior notice.
- 6.1.4 The City reserves the right to approve or disapprove proposals by the Vendor to increase vend prices established in the contract. All adjustments shall be proposed in writing prior to becoming effective. The percentage of commissions shall not be renegotiated to the disadvantage of the City.
- 6.1.5 The Vendor shall make available a refund petty cash fund to replace any moneys lost in malfunctioning machines. Refunds will use a voucher system that includes a form, supplied by the Vendor and approved by the City, to be filled out by the person making the refund claim.
- 6.1.6 The Vendor shall be responsible for immediately reporting all the facts relating to losses incurred, equipment damaged, and break-ins, to the City of Asheville Police Department <u>and</u> the City Business Officer in charge of vending.
- 6.1.7 Vendor will be responsible for payment of all sales tax for products sold in vending machines at the Vendor's expense.
- 6.1.8 The Vendor shall indemnify, defend, and save harmless the City of Asheville, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the City on account of loss or damage to any property of, for injuries to, or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of Worker's Compensation claims of employees of the Vendor under such similar laws and obligations. The

Vendor's obligation under this Section shall not extend to any liability caused by the sole negligence of the City, or its employees.

7.0 <u>INSURANCE REQUIREMENTS</u>

7.1 **Insurance**

<u>Coverage</u> – During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract. The contractor shall carry general liability insurance of at least \$500,000 Combined Single Limit per occurrence.

- 7.2 The certificate shall specify the date(s) when such insurance expires and shall further provide for ten (10) days prior notification to the City of cancellation or material changes in coverage. Renewal certificates shall be in the City's possession prior to expiration dates of all policies noted therein.
- 7.3 The City of Asheville, its officers, officials, agents and employees shall be listed as an additional insured on the policies.

8.0 TERMS AND CONDITIONS, RENEWAL, AND TERMINATION

- 8.1 The term of the contract(s) shall be for the period of two (2) years, beginning October 5, 2010 with an option to renew for up to an additional two (2) years.
- 8.2 The Vendor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance against the Vendor shall be documented by the City and submitted to the company for corrective action, review, and file. Continued poor performance shall be deemed a breach of these specifications and shall be the cause for immediate termination of the contract.
- 8.3 The City reserves the right to terminate the agreement in the event the Vendor is unable to stock, repair and maintain machines on a timely basis. The City may terminate this agreement upon thirty (30) days written notice if the Vendor fails to correct breaches of its terms and conditions within ten (10) days of written notice of deficiency. Termination of the contract will be in writing and will occur only after the parties involved have communicated in good faith to reconcile any problem that occurs. The Vendor reserves the right under the same terms to terminate the contract. In the event that the Vendor delivers proper notice of intent to cancel this agreement, the Vendor is to continue service in the manner agreed upon for a period of not less than ninety (90) days from the date of receipt of written cancellation notification at which time all equipment must be removed from the City and equipment areas must be left clean and in good repair.
- 8.4 The City shall have the right to terminate the contract, without cause, on any anniversary date after providing sixty (60) days advance written notice. Upon the termination of the vending contract, Vendor shall remove

all equipment and vacate all premises occupied for vending within five (5) days after termination of contract. If Vendor fails to remove his property and effects within the specified time, the City shall have the right to remove and store all of said property at the expense of the Vendor.

- In the event the Vendor shall fail to maintain and keep in force the aforementioned Insurance coverage, the City shall have the right to cancel and terminate the contract immediately and without notice.
- 8.6 This RFP, as may be amended by mutual agreement of the contracting parties, will be made a part of the contract.
- 8.7 The attached North Carolina General Contract Terms and Conditions are incorporated into this RFP and shall take precedence over all other terms and conditions.

9.0 EVALUATION CRITERIA

- 9.1 Proposals will be considered from established firms who have at least two (2) years of commercial vending experience with purchasing food items from wholesale distributors. Firms must provide the following professional references:
 - a. at least two (2) references from accounts acquired in the last 12 months, or the most recent new accounts if no new accounts were acquired in the last 12 months.
 - b. at least two (2) references from clients that have been served for at least 24 months.
 - c. letters documenting a business relationship lasting at least 24 months between the Vendor and any wholesale distributors from which they typically order snack vending foods.
- 9.2 From the total information submitted by the Vendor for this RFP, proposals shall be evaluated according to the following criteria:
 - a. Quality of balanced choice ideas provided by the Vendor (30%)

Has the proposal carefully considered how to enhance balanced choices while maintaining profitability?

Has the proposal presented a plan for dealing with both high and low volume locations regarding balanced choices?

Has the proposal embraced any creative approaches to sustainability efforts?

Does the proposal include point of sale information on and near vending machines to educate customers regarding balanced choices?

Does the proposal include any educational outreach and/or training opportunities for City employees relating to the benefits of making balanced choices in snack vending?

b. Plan for enhancing service in terms of variety and quality of healthful foods stocked (25%)

Does the proposal include fresh fruits, vegetables, and/or yogurt in any locations? Is a plan provided for finding ways of increasing sales of healthful snack items by working to find the particular healthful items that would sell in given locations?

Has the proposal included a marketing plan for offering a mixture of traditional and healthful items so that consumers may make informed choices?

Does the plan call for the possibility of stocking any organic items?

c. Financial benefits to the City (25%)

Does the proposal return a reasonable and fair share of the profits to the City?

Regarding the stocking of more healthful snack foods, does the proposal offer any plan for dealing with any wholesale cost differences between healthier snack foods and traditional snack foods and suggest ways of overcoming the lower profit margins on the healthier foods?

Do the recommendations verify a commitment on the part of the Vendor regarding working cooperatively with their clients to increase profits?

d. Vendor's experience and qualifications (20%).

Did the vendor explain their plan for providing excellent customer service to the City? Does the vendor have the necessary technical support to provide or arrange for maintenance and trouble shooting for the machines?

Do the professional references document appropriate customer service, technical competence, and timely stocking of vending machines from recent and established clients?

Do the professional references relate documented success in serving a similar quantity of snack vending machines?

Do the professional references document commercial wholesale buying experience sufficient to supply the City's snack vending needs?

- 9.3 Each Vendor shall be prepared to present ideas in a formal presentation to designated City personnel upon request.
- 9.4 Proposals could also include the following value-added components, which are **optional**:

Through consultation with a nutritionist (or similar professional) for assisting City Human Resources department in planning 2 in-service events per year dealing with healthful snacking. In consultation with a nutritionist (or similar professional) vendor develops a sampling plan for healthful snack foods so that employees are introduced to and educated about the new healthful offerings available in vending machines.

Vendor assists with catering services and food provisions for yearly employee picnic at wholesale cost.

10.0 FINANCIAL PROPOSAL FOR A TWO (2) YEAR PERIOD

FINANCIAL CONSIDERATIONS

The City of Asheville's commitment and initiative to create increased value with a vending snack rights contract through the increased sale of contractor's snacks, the City recognizes and supports the benefit of providing a balanced choices vending opportunity. In consideration of this commitment and support, the City requests appropriate compensation.

Please identify your financial and creative commitment to support initiatives of the City.

The person submitting and signing the Vendor's proposal is an authorized agent of the company.

<u>Method of Award</u> – The evaluation team determines the appropriate vendor based upon the stated evaluation criteria listed in section 9 of this RFP. The Vendor must meet all other terms and conditions of this RFP.

The City Manager or his designee reserves the right to reject any or all bids and waive technicalities.

PROPOSAL SHEET

Balanced Choices Vending

Only One Vendor will supply snacks to The City of Asheville

<u>Package</u>	Wholesale Cost	Selling Price	City's Commission
Candy and Snacks		\$	
Healthful Candy and Snacks		\$	
Crackers & Misc.		\$	
Healthful Crackers & Misc.		\$	
Misc. Snacks		\$	
Healthful Misc. Snacks		\$	

To determine which Vendor offers the highest percentage commission to The City of Asheville the <u>average</u> percentage commission for all categories will be computed to compare to the other offers. Please note the evaluation criteria in Section 9 of this RFP.

RFP Profile: Include in your proposal the following information:

- A list of the names of all the owners of the company or officers of your corporation or firms and the duration and extent of their experience in the local operation of vending services.
- 2. The company's length of time in the vending business.
- 3. A list of comparable nearby installations where you currently have operated vending services, with emphasis upon city and county governments (give name and phone number of a contact person at each location; give the length of time and number of machines at each location).
- 4. A detailed plan for managing, supervising and staffing the service proposed.
- 5. A description of your program of preventive maintenance and regular replacement of worn, malfunctioning or damaged equipment (describe your equipment and part support capacity to meet emergencies).

- 6. A description and/or examples of your internal accounting controls by providing the following items:
 - Inventory controls for central warehouse and route trucks.
 - b. System of recording, checking and reporting sales and commissions.
 - c. Internal control of cash handling, coin and bill changers, coin counting facilities, refund system and internal audit processes.

Receipts will be taken by the successful vendor to his place of business and records maintained for each vending location by machine. Ten (10) days after the close of each month, all commissions earned will be paid to the City of Asheville based on a payment schedule breakdown provided by the contract administrator.

All vending machines must be equipped with non-resettable metering devices.

A breakdown, including beginning and ending meter readings, cash sales, will be furnished to the City, showing by location, the gross receipts on each machine (each machine must be numbered), the commission therein, the total commission for each location and the grand total for the City-wide operation. All records of sales, machine maintenance, and sanitation are to be made available to the City for inspection upon request. The contract administrator shall have the right to verify, at his/her discretion, on an unannounced basis, removals of receipts for each and all machines.

Where Service Contracts Will Be Performed

In accordance with NC General Statute 143-59.4 (Session Law 2005-169), This form is to be completed and submitted with the offeror's (technical) proposal/bid.

Issuing Agency: City of Asheville RFP #: CMO-01-2010

Agency Contact Person Kendra Turner kturner2@ashevillenc.gov

Solicitation Title / Type of Service(s): Balanced Choices Snack Vending

OFFEROR:		
City and Sate:		
Location(s) from which services will be	be performed by the contractor:	
Service	City/Province/State/	Country
Location(s) from which services are a	anticipated to be performed outside the U	JS by the contractor:

EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

- 1. This proposal is signed by an authorized representative of the firm.
- 2. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and are included in the proposed cost.
- 3. All labor costs, direct and indirect, have been determined and are included in the proposed cost.
- 4. The potential contractor has read and understands the conditions set forth in this RFP, and agrees to them with no exceptions.

Therefore in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the subject services.

VENDOR:		
ADDRESS:		
CITY, STATE, ZIP:		
TELEPHONE NUMBER:		
Email address		
FEDERAL EMPLOYER IDENTIFICATION	NUMBER	
Signature:	TITLE: _	
TYPED NAME:		_DATE:
ACCE	PTANCE OF PROPOS	SAL
This proposal was accepted by The City of	Asheville.	
BY:	TITLE:	
DATE.		

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

GENERAL INFORMATION ON SUBMITTING PROPOSALS

- 1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of a vendor's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Vendor specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- 2. COMPETITIVE OFFER: Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
- **3. ORAL EXPLANATIONS:** The City of Asheville shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
- **4. REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
- **5. ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
- 6. COST FOR PROPOSAL PREPARATION: Any costs incurred by vendors in preparing or submitting offers are the vendors' sole responsibility; the City of Asheville will not reimburse any vendor for any costs incurred prior to award.
- 7. TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, the 90 day period is requested to allow for unforeseen delays.
- **8. TITLES**: Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
- 9. CONFIDENTIALITY OF PROPOSALS: In submitting its proposal the Vendor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the City of Asheville, government or private, until after the award of the contract. Vendors not in compliance with this provision may be disqualified, at the option of the City of Asheville, from contract award. Only discussions authorized by the City of Asheville are exempt from this provision.
- **10. RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by

the vendors shall become the property of the City of Asheville when received.

- 11. VENDOR'S REPRESENTATIVE: Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- 12. PROPRIETARY INFORMATION: Trade secrets or similar proprietary data that the vendor does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal that is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

13. MINORITY BUSINESS PLAN OUTREACH

The City of Asheville has adopted a Minority Business Plan to encourage participation by minority businesses in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of that Plan to outreach to minority businesses for this project. Bidders should provide a written statement of their intentions to perform minority business outreach with or without subcontracting. If the bidder will be subcontracting, what are the bidder's good faith efforts in response to this RFP? Questions regarding the Minority Business Plan may be directed to the Coordinator of the Minority Business Program, in person at 70 Court Plaza on the 5th Floor, Asheville, NC 28801 or by phone at (828) 232-4566 or by email at minoritybusiness@ashevillenc.gov or find information on the website at www.ashevillenc.gov/mbp.

14. **DECLINE TO OFFER:** Any firm which receives a copy of the RFP but which declines to make an offer is requested to sent a written "Decline to Offer" to the City of Asheville. Failure to respond as requested may subject the firm to removal from consideration on future requirements.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS (Contractual and Consultant Services)

FOR THE CITY OF ASHEVILLE

- GOVERNING LAW: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
- 2. SITUS: The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
- 3. INDEPENDENT CONTRACTOR: The Contractor (Vendor) shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not

be employees of, or have any individual contractual relationship with the City of Asheville.

- 4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Citiy's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
- 5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior approval of the contract administrator.
- 6. PERFORMANCE AND DEFAULT: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this agreement, and the City may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due City from such breach can be determined.

In case of default by the Contractor, the City may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The City reserves the right to require performance bond or other acceptable alternative guarantees from successful vendor without expense to the City.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the City may terminate the contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

- **TERMINATION:** The City of Asheville shall have the right to terminate the contract, without cause, on any anniversary date after providing six (6) months advance written notice. Upon the termination of the vending contract, vendor shall remove all equipment and vacate all premises occupied for vending within five (5) days after termination of contract. If vendor fails to remove his property and effects within the specified time, the City shall have the right to remove and store all said property at the expense of the vendor.
- **8. AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement.
- 9. CONFIDENTIALITY: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the City.

- 10. CARE OF PROPERTY: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the City for loss or damage of such property.
- 11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
- **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the City may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the Citiy to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

13. COMPLIANCE WITH LAWS: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Business Privilege License: All vendors doing business with the City must have a business privilege license. Please include a copy of your license with the bid. If you do not have one, download the form from the same web page under "Doing Business in the City" and follow the listed directions. Please include a copy of your application in the RFP proposal.

NC Certificate of Authority: All out of state vendors submit a copy of your certificate with your bid or register with the State of NC at

http://www.secretary.state.nc.us/Corporations/Forms.aspx?EntityId=2719996&Type=Nonprofit%20Corporation and submit a copy once received.

<u>DRUG-FREE WORKPLACE</u>: The City of Asheville is a drug-free workplace employer. The Asheville City Council has also adopted a policy requiring City construction and service contractors to provide a drug-free workplace in the performance of any City contract.

- A. Notifying employees that the unlawful manufacturer, distribution dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such violation.
- B. Establishing a drug-free awareness program to inform about the dangers of drug abuse in the workplace, the contractor's policy of maintaining of drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and penalties that may be imposed upon employees for a drug violation.
- C. Notifying each employee that as a condition of employment, the employee will abide by the terms of prohibition outlined in (A) above and notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than (5) days after such conviction.

- D. Notifying the City of Asheville within ten (10) days after receiving from an employee a notice of criminal drug statute conviction or after otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime.
- F. Making a good faith effort to continue to maintain a drug-free workplace for employees. If the prospective vendor is an individual, the drug-free workplace requirement is met by not engaging in the unlawful manufacturer, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

If the prospective vendor is an individual, the drug-free workplace requirement is met by not engaging in the unlawful manufacturer, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

By submitting a request for proposal, a prospective primary vendor certifies that it and all subvendors will comply with the City of Asheville drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of contract shall be grounds for suspension, termination, or debarment.

- 15. AFFIRMATIVE ACTION: The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
- **ADVERTISING:** The vendor shall not use the award of a contract as part of any news release or commercial advertising without prior approval from the City business officer in charge of vending.
- 17. VENDOR APPLICATION: Bidders may complete a City of Asheville Vendor Application and return it with bid response. Bidders may download the form from the City's website at the following link: www.ashevillenc.gov. Look under the BUSINESS tab, select "Doing Business with the City" and select "Vendor Application" from the list of options. Directions for submittal are available on that web page.
- 18. ENTIRE AGREEMENT: This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

19. AMENDMENTS: This contract may be amended only by written amendments duly executed by the City of Asheville and the Contractor.

EXHIBIT 1 - Existing snack vending at City of Asheville

City Snack Vending Locations Inventory with Notes

Physical Address	Current Snack	Current Beverage*	Notes
City Hall Basement	1	1	Machines could be moved to 1 st floor in a more public
Oity Hail Basemont		,	area. Medium sales in current location.
4 th Floor Municipal	1	3	Also used as public meeting area and staff training.
Bldg.	'		Potential medium sales volume location for 1 snack
2.09.			machine.
Fire Station 2	0	0	5 staff
315 S. Livingston St.			Interested in 1 small snack vending.
Fire Station 3	0	1	6 staff
50 Oregon Ave			Interested in 1 small snack vending.
Fire Station 5	0	1	4 staff
1074 Hendersonville			Interested in 1 small snack vending.
Rd.			
Fire Station 6	0	1	5 staff
970 Haywood Road			Interested in 1 small snack vending.
Fire Station 7	1	1	4 staff
37 E. Larchmont			Interested in 1 small snack vending.
Fire Station 8	0	0	7 staff
904 Tunnel Road			Interested in 1 small snack vending.
Fire Station 10	1	1	8 staff
1903 Old Haywood			Interested in 1 small snack vending.
Rd.			
Fire Station 11	1	1	4 staff
7 Rocky Ridge			Interested in 1 medium to large snack vending.
Police – Downtown	0	0	(Former Economic Development office)
29 Haywood Street			Good possible location. Interested in 1 small snack
			vending.
Police – South	0	1	
(Charlie District)			Interested in 1 small snack vending.
Resource Center			
29 Haywood Street			
Police – Oakley	0	0	New facility should be operational end of July 2010.
711 Fairview Rd.			Good possible location for snack machine. Interested in 1
			small snack vending.
Public Works Building	1	3	Good location for 1 large snack vending machine.
161 S. Charlotte St.			
Civic Center	3	4	High potential sales volume for 4 large snack vending
			machines. Would need stocking before events to ensure
			strong sales revenue.
Water Maintenance			Good location for 1 large snack vending machine.
Building	1	2	
174 S. Charlotte St.			
North Fork Water			Good location for 1 medium to large snack vending
Treatment Plant	1	1	machine.
3374 North Fork-Left			
Fork, Black Mountain Transit Center	0	0	Inside location. Potential volume unknown. Good location
49 Coxe Ave.	0	9	for 1 snack vending machine.
TO COME AVE.			TOT I SHAUN VEHICHING HIACHING.

	_	_	
Rankin Street Parking Garage	0	0	Inside location with security cameras. Next to bike lockers and public restrooms. Potential volume unknown, possible high sales volume. Potential for 2 snack machines if sales are high.
Parks, Rec, Cultural Resources			
Burton Street Center 134 Burton St.	0	1	Interested in 1 small to medium snack machine.
East Asheville Center 906 Tunnel Rd.	0	0	Interested in trying small machine.
Nature Center 75 Gashes Creek Rd.	0	2	High sales. Interested in trying large snack machine.
Oakley Recreation Center 715 Fairview Rd.	0	1	Interested in small snack machine.
Malvern Hills Pool Sulphur Springs & Rumbough St.	0	0	Interested in small snack machine.
Montford Center 34 Pearson Dr.	1	1	High volume location. Possible refrigerated snack trial.
Park Maintenance 338 Hilliard Ave	0	1	Interested in medium or large snack machine.
Recreation Park Pool 75 Gashes Creek Road	0	0	Interested in medium or large snack machine. Possible small refrigerated snack.
Shiloh Center 121 Shiloh Rd.	1	2	Moderate sales volume.
Stephens Lee Recreation Center 30 George Washington Carver	1	1	High volume sales location. Possible refrigerated snack trial.
WC Reid Center 133 Livingston St.	0	2	High sales volume. Possible refrigerated snack trial.
Walton Street Pool	0	0	Interested in small to medium snack vending machine trial.

^{*}Note: Beverage machines are included as a reference point in relation to the location's sales potential. Beverage machines are not covered in this RFP.

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